

EXHIBIT 1

CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Agreement (“Agreement”) is made by and between Named Plaintiffs Amanda Del Toro, Daniel Werner, Jennifer McGregor-Halstead, and Joshua Chromick, individually and on behalf of the 13 Opt-In Plaintiffs and the putative collective action members they represent under Section 16(b) of the Fair Labor Standards Act, and Defendant Centene Management Company, LLC (collectively the “Parties”).

WHEREAS, Named Plaintiffs filed the case captioned *Del Toro et al. v. Centene Management Company, LLC*, Case No. 4:19-cv-02635-JAR, in the Eastern District of Missouri on September 25, 2019 (“the Action”); and

WHEREAS, thirteen Opt-In Plaintiffs (excluding Named Plaintiffs) filed consent to join forms in the Action that have not been dismissed: Barronelle Lewis, Brandise Dewitty, Diana Nance, Joslyn Mcghee Johnson, Monique Owe, Tameka Bragg, Terrie Ortego, Jacoba Messman, Shana Anderson Greer, Teresa DeSantis, Tamara Balderas, Tanisha Kirksey, Cynthia Chavira; and

WHEREAS, on April 30, 2020, the Court granted, in part, Named Plaintiffs’ Motion for Step One Notice, and conditionally certified and authorized FLSA opt-in notice to a seven-state collective of salaried Care Management Employees; and

WHEREAS, the Parties have conducted a thorough investigation into the facts of the Action and the Settlement Class Members’ disputed claims against Defendant; and

WHEREAS, the Parties have engaged in extensive settlement discussions, including two full day mediations on October 21, 2020 and December 9, 2020 to discuss a possible resolution of the Action; and

WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims that have been alleged in the Action or that arise out of the facts or circumstances alleged in the Action;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and warranties set forth herein, the Parties agree, subject to the Court’s approval, as follows:

I. DEFINITION OF “SETTLEMENT CLASS MEMBERS”

This Agreement is applicable to all “Settlement Class Members.” The term “Settlement Class Members” means and includes all persons who worked as salaried Care Management Employees for Centene Management Company, LLC, Centene Company of Texas, LP, Centene Company of New York, LLC, New York Quality Healthcare Corporation f/k/a Centene Acquisition Corporation, and/or Envolve NY (collectively, “Centene”) in Florida, Georgia, Louisiana, New York, Ohio, Texas, and Washington (“the Covered States”) through December 9, 2020. This includes approximately 1,228 individuals, including persons for whom Defendant provided data on July 24, 2020, January 25, 2021, February 10, 2021, and March 8, 2021.

For purposes of this Settlement, the term Care Management Employee refers to individuals who worked in the following job positions: Behavioral Care Coordinator, Behavioral Care Manager, Behavioral Case Manager, Behavioral Health Case Manager, Care Manager I (Social Work), Care Manager II (Social Work), Care Manager HARP, Children Case Manager, Intake Specialist, Long Term Care Nurse Specialist, Program Specialist I (Social Work), Program Specialist II (Social Work), Program Specialist (Medical Management), Utilization Management Clinician, Utilization Management Clinician LPN, Utilization Management Specialist (Behavioral Health), Utilization Manager, Utilization Manager (Specialty Therapy & Rehabilitative Services), Utilization Review Nurse I, and Utilization Review Nurse II. The term Care Management Employee also refers to Named Plaintiffs and Opt-in Plaintiffs who held the positions of Care Manager I and Care Manager II (RN).

II. REASONS FOR SETTLEMENT

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims in the Action and maintains that it has complied with all applicable laws at all times. The Parties recognize the expense and length of the proceedings necessary to continue the litigation through trial and any possible appeals and have taken into account the uncertainty and risks associated with further litigation. The Parties warrant and represent they have conducted a thorough investigation of the facts and allegations in the Action. The Parties further represent and warrant that they have read this Agreement, they believe this Agreement represents a fair, adequate and reasonable settlement of disputed claims, and they have arrived at this Agreement through extensive arms-length negotiations, taking into account all relevant factors, present and potential. The Parties acknowledge that they have been represented by counsel of their choice throughout all negotiations that preceded the execution of this Agreement and that this Agreement has been executed with the consent and advice of counsel.

III. NO ADMISSION OF LIABILITY

This Agreement, its terms and provisions, and any of the negotiations connected with it, shall not in any way be construed as an admission by Defendant or the Released Parties that they acted wrongfully or engaged in any wrongdoing with respect to the Named Plaintiffs, Opt-In Plaintiffs, or Settlement Class Members. Defendant specifically disclaims any liability to or wrongful acts against the Named Plaintiffs, Opt-In Plaintiffs, and Settlement Class Members. Defendant also denies that it or the Released Parties are responsible for any successorship liability on the claims of individuals who were employed by New York State Catholic Health Plan, Inc. prior to July 1, 2018. This Agreement shall be inadmissible as evidence in any proceeding, except in an action or proceeding to approve, interpret, or enforce its terms. The Parties further agree that this Agreement shall not constitute an admission, finding or evidence that any requirement for class or collective action certification has been satisfied in this Action, any other wage and hour litigation, or any other litigation against Defendant or the Released Parties.

IV. SETTLEMENT TERMS

1. Filing of Second Amended Complaint

The Settlement Class includes the 251 additional persons who worked for Centene Company of New York, LLC in utilization management positions in New York between July 1, 2018 and December 31, 2018, and who were identified in the data Defendant previously produced on October 19, 2020 (excluding Necole Rotthoff, Rebecca Hutchinson, Terri-Ann McLean, and Gitah Brown-Wasser). Within 7 days of the full execution of this Agreement, Named Plaintiffs will amend the First Amended Complaint in the Action to include these 251 additional individuals in the definition of the FLSA collective (“Second Amended Complaint”). The Second Amended Complaint will be subject to Defendant’s review and approval, and it will be accomplished by the Parties’ stipulation pursuant to FRCP 15(a)(2). The Parties agree that Defendant is not required to file an Answer to the Second Amended Complaint and the Parties’ stipulation will so state.

2. Settlement Approval Date and Effective Date

As used in this Agreement, “Settlement Approval Date” means the date on which this Agreement is approved by the Court as provided herein. The term “Effective Date” means the first date on which the Court’s Judgment approving this Agreement is no longer appealable, or if an appeal is filed, the date on which such appeal is final and no further action is required by the Court (i.e., the 31st day after the Settlement Approval Date if no appeal is filed, or the date the Settlement Approval Order becomes final and binding after final resolution of any appeals if an appeal is filed).

3. Direct Payment and Definition of “Participating Settlement Class Members”

The Parties will seek to resolve this Action under the FLSA using a one-step approval process. If the Court approves the one-step process as provided herein, Settlement Class Members will be issued Settlement Checks along with the Settlement Notice. Settlement Class Members shall not be required to submit a claim form to participate in this settlement. Settlement Class Members who negotiate (i.e., cash or deposit) their Settlement Checks will be “Participating Settlement Class Members” and will be bound by the Settlement Approval Order. Named Plaintiffs and Opt-In Plaintiffs are “Participating Settlement Class Members” regardless of whether they negotiate their Settlement Checks.

4. Release of Claims

a. Release by Participating Settlement Class Members

Participating Settlement Class Members shall fully, finally, and forever release, settle, compromise, relinquish, and discharge the Released Parties from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Action or could have been alleged in the Action arising out of the facts or circumstances alleged in the Second Amended Complaint while they worked for Centene Management Company, LLC, Centene Company of Texas, LP, Centene Company of New York, LLC, New York Quality Healthcare Corporation f/k/a Centene Acquisition Corporation, and/or Envolve NY (collectively, “Centene”), as a salaried Care Management Employee through the Settlement Approval Date. This includes claims for overtime

wages under federal, state, and local law; claims for inaccurate wage statements or hiring notices that are predicated on alleged overtime misclassification of Settlement Class Members under federal, state, and local law; and claims related to the foregoing for liquidated, exemplary, or punitive damages, penalties, equitable relief, interest, and attorneys' fees or costs. Settlement Class Members who were employed by New York State Catholic Health Plan, Inc. prior to July 1, 2018 will also release the Released Parties from the same claims prior to July 1, 2018 to the extent those claims are asserted against the Released Parties on a theory of successorship liability. Named Plaintiffs and Opt-in Plaintiffs will release their claims as stated in this Section 4 regardless of whether they negotiate their Settlement Checks. All other Settlement Class Members who do not negotiate their Settlement Checks will not release any claims.

As used in this Settlement Agreement, the term “Released Parties” shall include (i) Centene and any past or present parents, subsidiaries, affiliates, insurers, insurance policies, and benefit plans; (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries, and attorneys of the entities and plans described in this sentence; and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

b. Settlement Check Endorsement

All Participating Settlement Class Members who have not already opted into the Action and who negotiate their Settlement Checks shall be deemed to have given their consent in writing to become a party plaintiff and opted into the FLSA collective in this Action in accordance with 29 U.S.C. § 216(b). The Settlement Notice shall provide that Participating Settlement Class Members thereby consent in writing to become a party plaintiff in this action pursuant to 29 U.S.C. § 216(b). Settlement Class Members’ Settlement Checks shall contain, on the back of the check, the following endorsement:

CONSENT TO JOIN AND RELEASE OF CLAIMS:

By negotiating this check, I consent to join the Fair Labor Standards Act claims in the case Del Toro et al. v. Centene Management Company, LLC (E.D. Mo., Case No. 4:19-cv-02635-JAR), and I agree to be bound by the Settlement Agreement and release of claims in that case.

c. Additional Release by Named Plaintiff Joshua Chromick

Named Plaintiff Joshua Chromick shall fully, finally, and forever release, settle, compromise, relinquish, and discharge the Released Parties from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Action or could have been alleged in the Action arising out of the facts or circumstances alleged in the Second Amended Complaint while he worked for Cenpatco Behavioral Health, LLC as a salaried Care Management Employee through the Settlement Approval Date. This includes claims for overtime wages under federal, state, and local law; claims for inaccurate wage statements or hiring notices that are predicated on alleged overtime misclassification of him under federal, state, and local law; and claims related to the foregoing for

liquidated, exemplary, or punitive damages, penalties, equitable relief, interest, and attorneys' fees or costs.

5. Gross Settlement Fund

As a settlement and compromise of this Action in exchange for the terms described herein, and subject to the Court's approval, Defendant will pay a maximum total "all in" settlement amount of [REDACTED] (the "Gross Settlement Fund"), from which the following payments shall be made: (i) all settlement payments to all Settlement Class Members; (ii) the Named Plaintiffs' and Opt-In Plaintiffs' Service Awards; (iii) all past, present, and future attorneys' fees, costs, expenses, and disbursements incurred by Named Plaintiffs or their counsel in this Action regarding the Settlement Class Members; and (iv) all fees and costs associated with settlement administration, including payment of a mutually-agreed Settlement Administrator to be selected by the Parties. Defendant shall be separately responsible for payment of the employer's share of applicable payroll taxes on the wage portion of the settlement payments to Settlement Class Members. Each Settlement Class Member shall be responsible for paying any other taxes due on his or her settlement amount.

6. Settlement Administration

The Parties have selected Rust Consulting as the Settlement Administrator to administer this settlement. Payment shall be made to the Settlement Administrator from the Gross Settlement Fund. The Parties are authorized to communicate directly with the Settlement Administrator to expedite the settlement administration process, and counsel for both Parties should be copied on communications to the Settlement Administrator unless they contain sensitive personal or financial information. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the settlement.

The Settlement Administrator shall administer the settlement as set forth in this Agreement and shall perform such other tasks as the Parties mutually agree or the Court orders to be performed in the administration of the settlement. The Settlement Administrator shall: (i) provide reasonable and appropriate administrative, physical, and technical safeguards for any personally identifiable information ("PII") that it receives from Defendant; (ii) not disclose the PII to any third parties, including agents or subcontractors, without Defendant's consent and keep PII confidential; (iii) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (iv) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction.

7. Allocation of Gross Settlement Fund

The Gross Settlement Fund shall be allocated as follows, subject to Court approval:

a. Gross Settlement Fund. The amount allocated from the Gross Settlement Fund for payment of the Settlement Class Members' *pro rata* settlement payments ("Settlement Class Fund") shall be the Gross Settlement Fund minus the amounts approved by the Court to be

paid to: (i) Joshua Chromick in exchange for his individual release under Section 4(c), (ii) the Named Plaintiffs and Opt-In Plaintiffs as their Service Awards, (iii) Plaintiffs' Counsel, for attorneys' fees and litigation costs, and (iv) the Settlement Administrator for settlement administration fees and expenses.

b. Individual Claims of Joshua Chromick. A total payment of [REDACTED] to Named Plaintiff Joshua Chromick in exchange for his additional release under Section 4(c).

c. Service Awards. A total payment of [REDACTED] to Named Plaintiffs and Opt-In Plaintiffs for their Service Awards, which shall be allocated as follows: [REDACTED] to each of the 4 Named Plaintiffs and [REDACTED] to each of the 13 Opt-in Plaintiffs. The Service Awards will be paid for Named Plaintiffs' and Opt-In Plaintiffs' time and effort spent conferring with Plaintiffs' Counsel, filing and pursuing the Action, providing declarations, producing documents, participating in the mediation, and resolving the Action on behalf of all Settlement Class Members. The Service Awards shall be subject to Court approval and shall be paid from the Gross Settlement Fund. Defendant agrees not to oppose such application, so long as it is consistent with the provisions of this Agreement. This Agreement is not contingent upon the Court's approval of the requested Service Awards. Any amount requested for a Service Award not approved by the Court shall become part of the Settlement Class Fund.

d. Attorneys' Fees and Litigation Costs. Plaintiffs' Counsel shall seek a portion of the Gross Settlement Fund as attorneys' fees and reasonably incurred litigation costs, payment of which shall be subject to Court approval. The total fees award shall not exceed 35% of the Gross Settlement Fund [REDACTED] and Plaintiffs' Counsel's reasonable litigation costs shall not exceed [REDACTED]. Plaintiffs' Counsel reserves the right to appeal any order issued by the Court regarding an award of attorneys' fees and litigation costs if that award falls below the requested amount. Defendant will not oppose Plaintiffs' Counsel's request for Court approval of a fees and litigation costs award from the Gross Settlement Fund in these amounts or in any appeal regarding such approval. This Agreement is not contingent upon the Court's approval of Plaintiffs' fees, costs and expenses, and any amounts that are not approved for fees and litigation costs shall become part of the Settlement Class Fund upon the Effective Date.

The payment of the fees and litigation costs award to Plaintiffs' Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs in the Action incurred by any attorney on behalf of the Named Plaintiffs, Opt-In Plaintiffs, and the Settlement Class Members, and shall relieve Defendant, the Released Parties, and the Gross Settlement Fund of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of the Named Plaintiffs, the Opt-In Plaintiffs, and the Settlement Class Members. In exchange for such payment, Plaintiffs' Counsel will release and forever discharge any attorneys' lien on the Gross Settlement Fund.

e. Settlement Administrator Costs. The fees and expenses of the Settlement Administrator for the administration of this settlement shall be paid from the Gross Settlement Fund.

f. Settlement Class Fund. Settlement Class Members' payments from the Settlement Class Fund ("Settlement Checks") will be calculated based on the Individual Settlement Allocations provided by Plaintiffs' Counsel prior to execution of this Agreement and attached as Exhibit D, which shall represent the Settlement Class Member's pro rata portion of the Settlement Class Fund. The Individual Settlement Allocations are based on a formula developed by Plaintiffs' Counsel that takes into account the dates each Settlement Class Member worked as a salaried, exempt Care Management Employee for Centene during the applicable limitations period for each Settlement Class Member; the regular hours, leave hours, and regular earnings for each Settlement Class Member as reflected in the payroll data provided by Defendant; and an extrapolation for workweeks after June 20, 2020. Plaintiffs' Counsel believes that their calculations are a reasonable and fair compromise of the potential damages alleged by the Settlement Class Members based on the payroll data and employment dates, and Defendant's Counsel has reviewed and approved the calculations for settlement purposes only. Defendant warrants that it provided Plaintiffs' Counsel with complete payroll records for Settlement Class Members for the time they worked as salaried, exempt Care Management Employees for Centene Management Company, LLC, Centene Company of Texas, LP, Centene Company of New York, LLC, New York Quality Healthcare Corporation f/k/a Centene Acquisition Corporation, and/or Envolve NY in Florida, Georgia, Louisiana, New York, Ohio, Texas, and Washington for the applicable limitations period through June 20, 2020 as provided in the parties' Consent Motion to Stay dated May 22, 2020 (Docket No. 61) and their settlement term sheet dated December 9, 2020.

g. Taxation. For income and payroll tax purposes, the Parties agree that fifty percent (50%) of each Settlement Check shall be allocated as wages (which shall be subject to required withholdings and deductions and reported as wage income as required by law), and the remaining fifty percent (50%) of each Settlement Check shall be allocated as liquidated damages (which shall not be subject to required withholdings and deductions and shall be reported as non-wage income as required by law). The Settlement Administrator shall withhold and timely remit and report to the appropriate taxing authorities the employee's share of any applicable payroll taxes or contributions (e.g., FICA, FUTA, SUTA, Medicare, and Missouri state taxes) from that portion of each negotiated Settlement Check allocated to wages. Defendant shall pay to the Settlement Administrator, separate and apart from the Gross Settlement Fund, the employer's share of all applicable state and federal payroll taxes on the wage payment portion of the Settlement Checks, as calculated by the Settlement Administrator, and the Settlement Administrator shall be responsible for timely remitting and reporting these amounts to the appropriate state and federal taxing authorities for negotiated Settlement Checks. The Settlement Administrator shall not withhold any taxes from that portion of each Settlement Check allocated to non-wage income. The Settlement Administrator shall issue to each Participating Settlement Class Member a Form W-2 in the year of payment to report the portion of the Settlement Check allocated to wages, and a Form 1099 to report the portion of the Settlement Check allocated to non-wages if required by the I.R.S. rules. The Service Awards and Plaintiffs' Counsel's attorneys' fees and costs will also be reported on a Form 1099 and no withholdings shall be taken. Other than the withholding and reporting requirements herein, Participating Settlement Class Members and Plaintiffs' Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this Settlement Agreement.

h. No Effect on Benefits. To the extent permitted by law, in no event shall any settlement payment to Settlement Class Members create any credit, be considered “compensation” or hours of service, or otherwise affect the calculation of or eligibility for any compensation, bonus, deferred compensation or benefit under any compensation, deferred compensation, pension, retirement, profit sharing, incentive, employee welfare benefit plan, or other benefit plan, nor shall any such payment or award require any contribution under any such plan, or otherwise modify any benefits, contributions or coverage under any other employment compensation or benefit plan or program.

8. Computation of the Individual Settlement Allocations

Each Settlement Class Member shall be allocated his or her Individual Settlement Allocation from the Settlement Class Fund, which shall represent the Settlement Class Member’s pro rata portion of the Settlement Class Fund. For settlement purposes only, Plaintiffs’ Counsel will calculate the Individual Settlement Payments using the settlement calculation methodology set forth in this Section 8. Defendant does not agree that any assumptions used by Plaintiffs or Plaintiffs’ Counsel in conjunction with this settlement calculation methodology represent the actual number of hours worked by any Settlement Class Member, nor does Defendant agree with any legal conclusions such as the appropriate statute of limitations period, the availability of liquidated damages, or calculation of the regular rate, but Defendant consents to Plaintiffs’ Counsel’s use of the settlement calculation methodology set forth in this Section 8 for settlement purposes only.

■ [REDACTED]

■ [REDACTED]

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9. Uncashed Checks

a. Check Voiding. Settlement Class Members will have 180 days after the issuance of the Settlement Checks by the Settlement Administrator to negotiate (i.e., cash or deposit) their checks. If any Settlement Class Member's Settlement Check is not negotiated within that 180-day period, the check will be void ("Void Date"). In such event, the Settlement Class Member (except for Named Plaintiffs and Opt-In Plaintiffs) will not be a Participating Settlement Class Member and will not be bound by the Settlement Approval Order. Any Named Plaintiff or Opt-In Plaintiff whose check was not negotiated will be deemed to have waived irrevocably any right or claim to his or her payment from the Gross Settlement Fund, but the Settlement Agreement and release of claims nevertheless will be binding upon the Named Plaintiffs and Opt-In Plaintiffs as the Parties jointly agree that valid consideration for the same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks as well as the payment of their Service Awards.

b. Administrator's Accounting. Within 14 days after the Void Date, the Settlement Administrator shall provide Plaintiffs' Counsel and Defendants' Counsel with an accounting of the proceeds disbursed and the withholding and payment of any applicable payroll taxes from that portion of each Settlement Check allocated to wages. The Settlement Administrator will provide a declaration listing every individual who negotiated their Settlement Check, the amounts, and a copy of all negotiated checks, including the front and back of the checks.

c. Return of Uncashed Funds. Within 30 days after the Void Date, the Settlement Administrator will return all uncashed funds to Defendant, including the employee's share and employer's share of taxes on Settlement Checks that are not negotiated. Prior to returning any uncashed funds, the Settlement Administrator will contact Defendant's Counsel for instructions.

10. Settlement Approval, Notice, and Distribution Procedures

The Agreement is contingent on approval of the settlement by the Court. The settlement will become final and effective only when the Court enters an order granting approval of the settlement (“Settlement Approval Order”). The Parties shall jointly recommend to the Court that it approve the terms of this Agreement by filing a joint Motion with the Court seeking approval of the settlement (“Motion”) in accordance with *Lynn’s Food Stores, Inc. v. United States, US Dep’t of Labor*, 679 F.2d 1350, 1353 (11th Cir. 1982). The Parties shall undertake their best efforts, including all steps and efforts contemplated by this Agreement, and any other steps or efforts which may become necessary by order of the Court (unless such order modifies the terms of this Agreement) or otherwise, to carry out this Agreement. As part of this Agreement, the Parties agree to the following procedures for obtaining Court approval of the Agreement, notifying Settlement Class Members, and processing the settlement payments:

a. Motion for Settlement Approval. The first draft of the joint Motion for approval of the settlement will be prepared by Plaintiffs’ Counsel, and it will be provided to Defendant’s Counsel at least seven days in advance of the filing date to review and discuss any changes prior to filing. Plaintiffs’ Counsel will be responsible for filing the Motion in compliance with any applicable Court order or rules. The Motion shall seek a Settlement Approval Order, substantially in the form of **Exhibit A** attached hereto, that: (i) approves the Agreement as fair and reasonable; (ii) incorporates the terms of the Agreement into the Settlement Approval Order; (iii) grants leave to file the Agreement and the terms of the Agreement under seal; (iv) approves the form and content of the proposed Settlement Notice and directs the mailing of the Settlement Notice; (v) directs consummation of the Agreement’s terms and provisions, including the funding of the Gross Settlement Fund; (vi) approves the Service Awards, Plaintiffs’ Counsel’s award of attorneys’ fees and costs, and the Settlement Administrator’s expenses; (vii) dismisses the Action on the merits and with prejudice and permanently bars all Participating Settlement Class Members from prosecuting against the Released Parties any individual, class, or collective claims that are released by this Agreement; and (viii) retains the Court’s jurisdiction to interpret, implement, and enforce the terms of the Agreement. In conjunction with the Motion for approval of the settlement, Defendant’s Counsel will file a joint motion requesting to file this Agreement and the Settlement Notice under seal provisionally or to submit the documents for review *in camera* prior to the Court’s ruling on the Motion. The settlement shall not be contingent upon the Court approving the request to file the Agreement under seal.

b. Settlement Class Data. Within 14 days after this Agreement is fully executed, Defendant will provide to Plaintiffs’ Counsel and the Settlement Administrator the Settlement Class Data containing all of the Settlement Class Members’ names, Unique ID, last-known mailing address, home phone number (if available), and personal email address (if available). The Settlement Class Data Defendant provides to the Settlement Administrator will also contain all of the Settlement Class Members’ Social Security Numbers. The Settlement Administrator will use Social Security Numbers only for tax reporting purposes and for locating Settlement Class Members’ addresses when their Settlement Notices or Settlement Checks are returned as undeliverable.

c. **Settlement Funding.** Defendant shall fund the Gross Settlement Fund within 14 days after the Effective Date by transferring to a Qualified Settlement Fund established by the Settlement Administrator the Gross Settlement Fund, plus the employer's share of payroll taxes as calculated by the Settlement Administrator. The Settlement Administrator shall distribute these funds only as directed by Plaintiffs' Counsel and Defendant's Counsel and as allowed under the Court's Settlement Approval Order. The funding timeline is contingent on the Settlement Administrator providing Defendant with the amounts to be paid (including the employer's share of payroll taxes with a spreadsheet showing the amount for each Individual Settlement Allocation), W-9 form for the Qualified Settlement Fund, and payment wiring instructions within 14 days of the Settlement Approval Date. If any of these events are delayed, it will delay Defendant's deposit and the Settlement Administrator's payments accordingly.

d. **Settlement Notice and Payment Distribution.** Within 14 days after funding of the settlement, the Settlement Administrator will mail the Settlement Notice and distribute the settlement payments. The Settlement Administrator shall send a copy of the Settlement Notice, attached hereto as **Exhibit B** ("Settlement Notice"), to Settlement Class Members via regular first-class U.S. mail. The Settlement Administrator shall send the Settlement Checks and Service Awards with the Settlement Notice to the Settlement Class Members. The Settlement Administrator will also deliver to Plaintiffs' Counsel a wire transfer for their award of attorneys' fees and litigation costs pursuant to the instructions of Plaintiffs' Counsel.

e. **Updated Contact Information.** Settlement Class Members should contact the Settlement Administrator to update their mailing addresses. Plaintiffs' Counsel will forward any updated contact information it receives from Settlement Class Members to the Settlement Administrator. The Settlement Administrator shall update Settlement Class Member addresses using the National Change of Address database, conduct standard skip tracing to locate missing Settlement Class Members, and use other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall promptly re-mail the Settlement Notice and Settlement Check (after stopping payment on the prior Settlement Check) to any corrected or updated addresses. To the extent an updated address is located or reported, that updated address shall replace the last known address and be treated as the new last known address for purposes of this Settlement Agreement and for any subsequent mailings required to effectuate the terms of this Settlement Agreement. The Settlement Administrator will keep Plaintiffs' Counsel and Defendant's Counsel informed of any problems that arise in providing the Settlement Notice and Settlement Checks and/or locating missing Settlement Class Members.

f. **Reminder Notice.** The Settlement Administrator shall issue a reminder postcard via U.S. mail and a reminder email, substantially in the form of **Exhibit C** attached hereto, within 60 days prior to the Void Date to all Settlement Class Members who have not yet negotiated their Settlement Checks.

11. Timeline of Settlement Events

The Parties contemplate the following timeline for settlement events. These deadlines and milestones may be changed by Court order or agreement of the Parties (with Court permission as

appropriate). The Parties agree that the Action should remain stayed until the Settlement Approval Date.

Event	Deadline
Named Plaintiffs to file Second Amended Complaint	7 days after Settlement Agreement fully executed
Defendant provides Settlement Class Data to Plaintiffs' Counsel and the Settlement Administrator	14 days after Settlement Agreement fully executed
Plaintiffs' Counsel files motion for settlement approval	On or before April 12, 2021 (Provide draft to Defendant at least 7 days in advance)
Defendant will send CAFA notice if required	10 days after Settlement Approval Motion is filed
Settlement Administrator calculates payroll taxes and provides final payment amount, instructions, and W-9 to Defendant	14 days after Settlement Approval Date
Settlement Effective Date	See Section IV.2
Defendant deposits settlement amount into Qualified Settlement Fund established by the Settlement Administrator	14 days after Effective Date
Settlement Administrator mails Settlement Notice and distributes settlement payments	14 days after Settlement Funding
Settlement Administrator issues reminder postcard and reminder email	60 days prior to Void Date
Settlement Administrator remits taxes to taxing authorities and sends tax forms	As required by law, but not for uncashed Settlement Checks
Settlement Checks become void ("Void Date")	180 days after issuance
Settlement Administrator provides accounting and declaration to Plaintiffs' Counsel and Defendant's Counsel	14 days after Void Date
Settlement Administrator returns uncashed funds to Defendant	30 days after Void Date (Obtain instructions from Defendant's Counsel)

12. Communications Regarding Settlement

Unless otherwise required by law, neither Named Plaintiffs nor Plaintiffs' Counsel shall make any public comment, communication to media, any form of advertising or public announcement (including through social media) regarding this Action, the settlement of this Action, or the settlement of the *Rotthoff* lawsuit, except Plaintiffs' Counsel may state that the case has been resolved and may disclose facts that are part of the public record. The Parties and their respective counsel agree that they will keep all settlement negotiations and communications leading up to the execution of this Agreement strictly confidential. At no time shall the Parties or their counsel seek to discourage Settlement Class Members from cashing their Settlement Checks or participating in the settlement. Plaintiffs' Counsel confirms that they will not use any

information about the identities or contact information of Settlement Class Members that was provided in the Action other than for purposes of the settlement of this Action. This Section does not preclude the Parties from making any communications required by the Court to approve the settlement or this Agreement and to administer the settlement proceeds.

13. Nullification of Settlement Agreement

If the Court does not grant approval of the Agreement, the Parties will work together in good faith to address and resolve the concerns raised by the Court. Failure of the Court to approve the Agreement (after reasonable opportunity for the Parties to cure such problems as may initially prevent the Court from granting such approval) will be grounds for the parties to terminate this Agreement. A failure of the Court to approve the Agreement shall render the entire Agreement voidable and unenforceable as to all Parties herein at the option of the party adversely affected thereby. Each party may exercise its option to void this Agreement as provided in this Section by giving notice, in writing, to the other and to the Court within 14 days after the adverse Court order. In the event that a party exercises its option to void this Agreement, or the Settlement Approval Order does not become final for any reason, the Agreement shall become null and void *ab initio* and shall have no force or effect; all negotiations, statements, and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in the Action prior to the settlement; the Parties shall retain all rights to challenge all claims and defenses upon all procedural and substantive grounds; and neither this Settlement Agreement nor any ancillary documents, actions, or filings shall be admissible or offered into evidence in the Action or any other action for any purpose.

V. ADDITIONAL TERMS

1. Exhibits and Headings

The terms of this Settlement Agreement include the terms set forth in the attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

2. Amendment or Modification

This Agreement may be amended or modified only by a written instrument signed by the Parties, their authorized representatives, or their successors in interest, and approved by the Court if required. The failure of any Party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver as to that term or any other term in the Agreement.

3. Entire Agreement

This Agreement and any attached Exhibits constitute the entire agreement among these Parties about the settlement, and no oral or written representations, warranties, or inducements

have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

4. Authorization to Enter Into Settlement Agreement

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. In their Consent to Join forms filed with the Court, each Opt-In Plaintiff consented to be represented by Named Plaintiffs and Plaintiffs' Counsel and to be bound by any settlement of this Action. Pursuant to this authority, Named Plaintiffs' and Plaintiffs' Counsel's signatures below are made on behalf of each Opt-In Plaintiff, and this Settlement Agreement shall have the same force and effect as if this Agreement were executed by each Opt-In Plaintiff. With respect to Settlement Class Members other than the Named Plaintiffs and Opt-In Plaintiffs, the Settlement Notice will advise them that their negotiation of the Settlement Checks shall have the same force and effect as if this Agreement were executed by them.

5. Binding on Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined. Plaintiffs' Counsel and the Named Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including but not limited to any interest in the Action, or any related action.

6. Missouri Law Governs

To the extent not covered by applicable federal law, all terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of Missouri.

7. Counterparts and Signatures

This Agreement may be executed in one or more counterparts, and each executed counterpart shall be deemed to be one and the same instrument, and shall have the same force and effect as an original instrument, as if all of the Parties to all of the counterparts had signed the same instrument. A facsimile or copy of an original signature transmitted to the other party or an electronic signature compliant with the ESIGN Act (i.e., DocuSign) is effective as an original signature. The Parties agree that for all purposes, a .PDF or facsimile of this Agreement shall have the same legal force and effect as the originals, and no party shall have the duty to furnish an original of this Agreement.

8. Jurisdiction of the Court

The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

9. Cooperation in Drafting

Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties.

10. Invalidity of Any Provision

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. If the Court should declare any provision of this Agreement invalid, the Parties shall have an opportunity to attempt to negotiate modifications necessary to address the Court's concerns.

11. Settlement Disputes

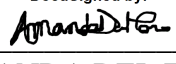
To the extent that the Parties cannot agree on any additional matters related to the preparation, execution, administration or enforcement of the settlement not specifically covered herein, including any documents provided herein, the Parties agree to utilize the mediator in this matter, Frank Neuner, to resolve the same. The mediator's determination on any such matters shall be final and binding and not subject to any further review or appeal. The Parties shall bear their own attorneys' fees and expenses in any matter submitted to the mediator pursuant to this paragraph.

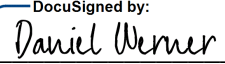
12. Enforcement Actions

The Court shall have continuing jurisdiction over the terms and conditions of this Agreement until all payments and obligations contemplated by the Agreement have been fully carried out. In the event that one or more of the Parties to this Agreement institutes any legal actions or proceedings to enforce or implement the provisions of this Settlement Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties' reasonable attorneys' fees and costs incurred in connection with any such action or proceeding.

DATED: _____, 2021.

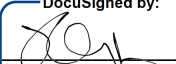
On Behalf of the Settlement Class Members:

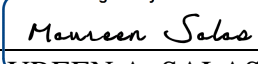
DocuSigned by:

By: _____
AMANDA DEL TORO
Named Plaintiff

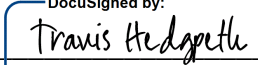
DocuSigned by:

By: _____
DANIEL WERNER
Named Plaintiff

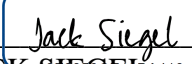
DocuSigned by:

By: _____
JENNIFER M. GREGOR-HALSTEAD
Named Plaintiff

DocuSigned by:

By: _____
JOSHUA CHROMICK
Named Plaintiff

DocuSigned by:

By: _____
MAUREEN A. SALAS
Attorney for Plaintiffs and the Settlement Class Members

DocuSigned by:

By: _____
TRAVIS M. HEDGPETH
Attorney for Plaintiffs and the Settlement Class Members

DocuSigned by:

By: _____
JACK SIEGEL
Attorney for Plaintiffs and the Settlement Class Members

DATED: April 8, 2021.

Centene Management Company, LLC

By: _____

Raymond K. Kleeman

Its: _____

RVP, Human Resources

Breanne Martell

LITTLER MENDELSON, P.C.
Attorneys for Defendant

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

**AMANDA DEL TORO, DANIEL
WERNER, JENNIFER MCGREGOR-
HALSTEAD, JOSHUA CHROMICK
AND ALL OTHERS SIMILARLY
SITUATED,**

Plaintiffs,

vs.

**CENTENE MANAGEMENT
COMPANY, LLC,**

Defendant.

Case No. 4:19-cv-02635-JAR

**[PROPOSED] ORDER GRANTING JOINT MOTION FOR APPROVAL OF
SETTLEMENT, JOINT MOTION TO FILE SETTLEMENT AGREEMENT UNDER
SEAL, AND DISMISSING LAWSUIT WITH PREJUDICE**

This matter comes before the Court on the parties' Joint Motion for Approval of Settlement and Joint Motion to File Settlement Agreement Under Seal ("Motions"). Having considered the parties' Motions and supporting Memorandum and exhibits, including the parties' Confidential Settlement Agreement, the Court hereby GRANTS the parties' Motions and ORDERS as follows:

1. The Settlement is a fair and reasonable resolution of a *bona fide* dispute over wages owed under the Fair Labor Standards Act. The Settlement is approved with respect to the Named Plaintiff, Opt-in Plaintiffs, and Participating Settlement Class Members, and is binding on all of them as defined in the Settlement Agreement and this Order. The terms of the Parties' Settlement Agreement are incorporated by reference into this Order.

2. The Court previously conditionally certified a seven-state FLSA collective pursuant to 29 U.S.C. § 216(b). The Court approves and adopts the amended definition of the FLSA collective contained in the Settlement Agreement, Section I, for settlement purposes only.

3. The Service Awards to the Named Plaintiffs and Opt-in Plaintiffs to be paid out of the Gross Settlement Fund are approved.

4. Plaintiffs' Counsel's request for attorneys' fees in the amount of 35% of the Gross Settlement Fund and litigation expenses in the amount of \$7,317.90 to be paid out of the Gross Settlement Fund is granted.

5. Rust Consulting is appointed Settlement Administrator. The request to pay the fees and costs associated with settlement administration to the Settlement Administrator from the Gross Settlement Fund is granted.

6. The form, content, and distribution method of the parties' proposed settlement notices are approved.

7. Counsel for the parties are hereby authorized to utilize all reasonable and mutually agreed procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

8. The parties shall abide by all terms of the Settlement Agreement and this Order.

9. This action is dismissed with prejudice, with each party to bear his, her, or its own fees and costs, except as set forth in the Settlement Agreement.

10. The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of the parties' Settlement Agreement and all orders and judgments entered in connection therewith.

11. The Court hereby enters Judgment approving the terms of the Settlement Agreement. This Order shall constitute a final judgment for purposes of Fed. R. Civ. P. 58.

12. The Clerk is directed to remove all dates from the Court's calendar and close the case.

DATED: _____

THE HONORABLE JOHN A. ROSS
United States District Court Judge

EXHIBIT B

NOTICE OF COLLECTIVE ACTION SETTLEMENT
***Del Toro v. Centene Management Company, LLC*, Case No. 4:19-cv-2635**

Unique ID XXXX

[Address Block]

You are receiving this notice because a settlement has been approved in a collective action lawsuit filed against Centene Management Company, LLC (referred to as “Defendant”), called *Del Toro v. Centene Management Company, LLC*, Case No. 4:19-cv-02635-JAR. The settlement was approved by the U.S. District Court for the Eastern District of Missouri (the “Court”). The lawsuit alleges that Defendant improperly classified certain employees as exempt, and therefore failed to pay overtime to these individuals. Centene denies the allegations in the lawsuit, denies it violated the law, and maintains that it properly classified these employees as exempt. This notice explains the lawsuit and the settlement.

The Court has authorized this notice. While the Court authorized this Notice and its contents, the Court has taken no position and has not made any rulings on the merits of the claims, and no party has prevailed in this lawsuit.

1. Who is Included in the Settlement?

You are eligible to participate in the settlement because you worked as a salaried Care Management Employee for Centene Management Company, LLC, Centene Company of Texas, LP, Centene Company of New York, LLC, New York Quality Healthcare Corporation f/k/a Centene Acquisition Corporation, and/or Envolve NY (collectively, “Centene”) in Florida, Georgia, Louisiana, New York, Ohio, Texas, and Washington through December 9, 2020, and you were classified as overtime exempt.

For purposes of this settlement, the term Care Management Employee refers to individuals who worked in the following job positions: Behavioral Care Coordinator, Behavioral Care Manager, Behavioral Case Manager, Behavioral Health Case Manager, Care Manager I (Social Work), Care Manager II (Social Work), Care Manager HARP, Children Case Manager, Intake Specialist, Long Term Care Nurse Specialist, Program Specialist I (Social Work), Program Specialist II (Social Work), Program Specialist (Medical Management), Utilization Management Clinician, Utilization Management Clinician LPN, Utilization Management Specialist (Behavioral Health), Utilization Manager, Utilization Manager (Specialty Therapy & Rehabilitative Services), Utilization Review Nurse I, and Utilization Review Nurse II. The term Care Management Employee also refers to the Named Plaintiffs and Opt-in Plaintiffs.

2. What Is this Lawsuit About?

The lawsuit claimed violations of the federal Fair Labor Standards Act, the New York Labor Law, and the Ohio Minimum Fair Wage Standards Act for unpaid overtime wages as a result of Defendant’s classification of Settlement Class Members as exempt from overtime pay. Centene denies the allegations in the lawsuit, denies it violated the law, and maintains that it properly classified Settlement Class Members as exempt from overtime pay. You can get more information about the lawsuit and the settlement by inspecting the Court file by contacting the Settlement Administrator (see Section 7 of this Notice) or Plaintiffs’ Counsel (see Section 8 of this Notice).

NOTICE OF COLLECTIVE ACTION SETTLEMENT
Del Toro v. Centene Management Company, LLC, Case No. 4:19-cv-2635

3. What Does the Settlement Provide?

Defendant has agreed to pay a maximum total “all in” settlement amount of [REDACTED] (the “Gross Settlement Fund”). The settlement is the result of arms-length negotiations between the Named Plaintiffs and Defendant and their respective attorneys, and it was entered with the intention to avoid further disputes and the inconvenience and expense attendant with litigation. The Court has approved the settlement as a fair and reasonable resolution of the Settlement Class Members’ claims in the lawsuit.

A. Individual Settlement Payments

Your settlement payment is enclosed with this notice and it has been calculated based on the number of weeks you worked in an eligible position, the number of regular hours you were paid for working, and your salary. One-half of your settlement payment has been allocated as wages and will be reported on an IRS Form W-2, with payroll and income taxes withheld. One-half of your settlement payment has been allocated as liquidated damages and will be reported on an IRS Form 1099 (if required by the I.R.S. rules), with no taxes withheld. You shall be solely responsible for the payment of any local, state, or federal taxes resulting from payments received under the settlement, except Defendant shall be responsible for the payment of the employer’s share of applicable payroll taxes on the wage portion of your settlement payment. You should consult a tax preparer if you have any tax-related questions. You will have 180 days to cash your settlement checks.

B. Other Payments from the Settlement

Of the Gross Settlement Fund, Plaintiffs’ Counsel will be paid [REDACTED] for attorneys’ fees and \$ [REDACTED] for reasonably incurred litigation costs. Named Plaintiff Joshua Chromick will be paid [REDACTED] for releasing his additional individual claims. Named Plaintiffs Amanda Del Toro, Daniel Werner, Jennifer McGregor-Halstead, and Joshua Chromick will be paid [REDACTED] each as a service award for their time and effort in the lawsuit. Thirteen Opt-in Plaintiffs will be paid [REDACTED] each as a service award for their time and effort in the lawsuit. The Settlement Administrator will be paid its fees and costs for administering the settlement.

4. What Are Your Options?

A. Participate In the Settlement By Negotiating your Settlement Check

To participate in the settlement, you should deposit or cash your settlement payment on or before [REDACTED], 2021. If you deposit or cash your settlement payment by [REDACTED], 2021, you will join the settlement as an Opt-in Plaintiff and by doing so, you will release the claims described in Section 5 of this notice. Negotiating your settlement check is the only way you will receive funds under the Settlement Agreement in this case. For further information, you may request a copy of the Settlement Agreement from Plaintiffs’ Counsel.

B. Do Not Participate In the Settlement and Preserve Your Rights Against Centene

If you do not deposit or cash your settlement payment by [REDACTED], 2021, the check will become void and you will not participate in the settlement. You will not receive any money from this settlement and you will not release any claims you may have against Centene. You should be aware that all claims are subject to a statute of limitations period.

5. What Claims Are Being Released?

Participating Settlement Class Members will fully, finally, and forever release, settle, compromise, relinquish, and discharge the Released Parties from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action of whatever kind or nature, whether known or unknown, that were alleged in the lawsuit or could have been alleged in the lawsuit arising out of the facts or circumstances alleged in the Second Amended Complaint while they worked for Centene Management Company, LLC, Centene Company of Texas, LP, Centene

NOTICE OF COLLECTIVE ACTION SETTLEMENT
Del Toro v. Centene Management Company, LLC, Case No. 4:19-cv-2635

Company of New York, LLC, New York Quality Healthcare Corporation f/k/a Centene Acquisition Corporation, and/or Envolv NY (collectively, “Centene”), as a salaried Care Management Employee through the Settlement Approval Date. This includes claims for overtime wages under federal, state, and local law; claims for inaccurate wage statements or hiring notices that are predicated on alleged overtime misclassification of Settlement Class Members under federal, state, and local law; and claims related to the foregoing for liquidated, exemplary, or punitive damages, penalties, equitable relief, interest, and attorneys' fees or costs. Settlement Class Members who were employed by New York State Catholic Health Plan, Inc. prior to July 1, 2018 will also release the Released Parties from the same claims prior to July 1, 2018 to the extent those claims are asserted against the Released Parties on a theory of successorship liability.

The term “Released Parties” shall include (i) Centene and any past or present parents, subsidiaries, affiliates, insurers, insurance policies, and benefit plans; (ii) each of the past and present officers, directors, agents, employees, equity holders (shareholders, holders of membership interests, etc.), representatives, administrators, fiduciaries, and attorneys of the entities and plans described in this sentence; and (iii) the predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

6. Does the Law Protect You from Retaliation if You Participate in the Settlement?

Yes. It is illegal for you to be retaliated or discriminated against based on your decision to participate or not participate in the settlement. Centene will not discriminate or retaliate against you in any way because of your decision to cash your settlement payment.

7. How Do You Update Your Contact Information?

If your address changes before you receive your I.R.S. tax forms, it is your responsibility to inform the Settlement Administrator of your new address. To update your mailing address, contact the Settlement Administrator, INSERT NAME, by phone at xxx-xxx-xxxx, or in writing at

_____.

8. Are There More Details Available?

Yes. This notice summarizes the basic terms of the settlement. If you have questions about the settlement or your payment, you may contact Plaintiffs' Counsel at:

Werman Salas P.C. 77 W. Washington Street, Suite 1402 Chicago, IL 60602 (312) 419-1008	The Hedgpeth Law Firm, PC 3050 Post Oak Blvd, Ste 510 Houston, Texas 77056 P: (281) 572-0727
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Please do not address any questions about the settlement or lawsuit to the Clerk of the Court, or to the Judge. The Court cannot answer questions about this lawsuit or this notice.

EXHIBIT C

REMINDER NOTICE

Del Toro v. Centene Management Company, LLC, Case No. 4:19-cv- 2635 (E.D. Mo.)

A settlement notice and settlement check were mailed to you in [month], 2021, about a settlement reached on behalf of salaried Care Management Employees who worked for Centene Management Company, LLC, Centene Company of Texas, LP, Centene Company of New York, LLC, New York Quality Healthcare Corporation f/k/a Centene Acquisition Corporation, and/or Envolve NY in Florida, Georgia, Louisiana, New York, Ohio, Texas, and Washington through December 9, 2020, and were classified as overtime exempt.

Our records indicate that you have not yet deposited or cashed your settlement payment check. The deadline to deposit or cash your settlement payment check is [redacted], 2021.

If you need a replacement check issued to you, you can request one by contacting the Settlement Administrator toll-free at [redacted]. By cashing or depositing your settlement check, you consent to join the case and agree to release your claims as described in the settlement notice.

EXHIBIT D

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
1	1000			0.106%	
2	1001			0.091%	
3	1002			0.191%	
4	1935			0.071%	
5	1003			0.043%	
6	1004			0.051%	
7	1005			0.085%	
8	1006			0.026%	
9	1007			0.109%	
10	1008			0.245%	
11	1009			0.038%	
12	2125			0.056%	
13	2186			0.064%	
14	3020			0.069%	
15	1010			0.012%	
16	1011			0.181%	
17	2052			0.054%	
18	1019			0.214%	
19	2153			0.041%	
20	1012			0.187%	
21	1020			0.030%	
22	1017			0.024%	
23	1014			0.020%	
24	1015			0.144%	
25	1013			0.105%	
26	1016			0.201%	
27	1018			0.425%	
28	1021			0.085%	
29	1022			0.214%	
30	1023			0.024%	
31	1024			0.103%	
32	1025			0.021%	
33	1026			0.064%	
34	1027			0.092%	
35	2179			0.042%	
36	1030			0.076%	
37	1034			0.301%	
38	1032			0.159%	
39	1028			0.185%	
40	1031			0.040%	
41	1036			0.056%	

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
42	1029	[REDACTED]	[REDACTED]	0.060%	[REDACTED]
43	1038	[REDACTED]	[REDACTED]	0.037%	[REDACTED]
44	1035	[REDACTED]	[REDACTED]	0.216%	[REDACTED]
45	1037	[REDACTED]	[REDACTED]	0.039%	[REDACTED]
46	1033	[REDACTED]	[REDACTED]	0.226%	[REDACTED]
47	1039	[REDACTED]	[REDACTED]	0.107%	[REDACTED]
48	1040	[REDACTED]	[REDACTED]	0.125%	[REDACTED]
49	1042	[REDACTED]	[REDACTED]	0.073%	[REDACTED]
50	1045	[REDACTED]	[REDACTED]	0.032%	[REDACTED]
51	1043	[REDACTED]	[REDACTED]	0.164%	[REDACTED]
52	3031	[REDACTED]	[REDACTED]	0.050%	[REDACTED]
53	1041	[REDACTED]	[REDACTED]	0.046%	[REDACTED]
54	2222	[REDACTED]	[REDACTED]	0.041%	[REDACTED]
55	2073	[REDACTED]	[REDACTED]	0.047%	[REDACTED]
56	1044	[REDACTED]	[REDACTED]	0.007%	[REDACTED]
57	3023	[REDACTED]	[REDACTED]	0.072%	[REDACTED]
58	2144	[REDACTED]	[REDACTED]	0.053%	[REDACTED]
59	1046	[REDACTED]	[REDACTED]	0.243%	[REDACTED]
60	3025	[REDACTED]	[REDACTED]	0.051%	[REDACTED]
61	1047	[REDACTED]	[REDACTED]	0.005%	[REDACTED]
62	1049	[REDACTED]	[REDACTED]	0.001%	[REDACTED]
63	3034	[REDACTED]	[REDACTED]	0.034%	[REDACTED]
64	1048	[REDACTED]	[REDACTED]	0.043%	[REDACTED]
65	1050	[REDACTED]	[REDACTED]	0.092%	[REDACTED]
66	2028	[REDACTED]	[REDACTED]	0.064%	[REDACTED]
67	1051	[REDACTED]	[REDACTED]	0.038%	[REDACTED]
68	1052	[REDACTED]	[REDACTED]	0.108%	[REDACTED]
69	1054	[REDACTED]	[REDACTED]	0.104%	[REDACTED]
70	1053	[REDACTED]	[REDACTED]	0.021%	[REDACTED]
71	1055	[REDACTED]	[REDACTED]	0.032%	[REDACTED]
72	1056	[REDACTED]	[REDACTED]	0.076%	[REDACTED]
73	1057	[REDACTED]	[REDACTED]	0.127%	[REDACTED]
74	1058	[REDACTED]	[REDACTED]	0.053%	[REDACTED]
75	2092	[REDACTED]	[REDACTED]	0.053%	[REDACTED]
76	1059	[REDACTED]	[REDACTED]	0.035%	[REDACTED]
77	2210	[REDACTED]	[REDACTED]	0.057%	[REDACTED]
78	2205	[REDACTED]	[REDACTED]	0.048%	[REDACTED]
79	1060	[REDACTED]	[REDACTED]	0.044%	[REDACTED]
80	1061	[REDACTED]	[REDACTED]	0.026%	[REDACTED]
81	1062	[REDACTED]	[REDACTED]	0.155%	[REDACTED]
82	2131	[REDACTED]	[REDACTED]	0.048%	[REDACTED]

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
83	1063			0.070%	
84	1064			0.019%	
85	1065			0.203%	
86	3050			0.019%	
87	1066			0.019%	
88	1067			0.192%	
89	1068			0.118%	
90	1069			0.092%	
91	2138			0.042%	
92	1070			0.157%	
93	2145			0.057%	
94	2239			0.044%	
95	1078			0.093%	
96	1071			0.019%	
97	1077			0.074%	
98	1073			0.059%	
99	1075			0.004%	
100	2062			0.038%	
101	1076			0.034%	
102	1072			0.099%	
103	1080			0.041%	
104	1079			0.078%	
105	1074			0.118%	
106	1081			0.097%	
107	1082			0.014%	
108	1083			0.012%	
109	1084			0.190%	
110	1085			0.156%	
111	1086			0.107%	
112	1087			0.103%	
113	1088			0.091%	
114	1089			0.189%	
115	1090			0.204%	
116	1091			0.095%	
117	1092			0.095%	
118	1093			0.090%	
119	1095			0.238%	
120	1096			0.016%	
121	1097			0.117%	
122	1098			0.093%	
123	1099			0.181%	

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
124	1100			0.107%	
125	1101			0.117%	
126	1102			0.058%	
127	1103			0.212%	
128	1104			0.005%	
129	1105			0.296%	
130	1106			0.026%	
131	1107			0.115%	
132	1108			0.214%	
133	1111			0.109%	
134	1109			0.198%	
135	2122			0.033%	
136	1110			0.063%	
137	1112			0.113%	
138	3040			0.019%	
139	1113			0.011%	
140	1114			0.139%	
141	2106			0.040%	
142	2193			0.055%	
143	1115			0.038%	
144	1116			0.085%	
145	3019			0.074%	
146	1117			0.043%	
147	3046			0.018%	
148	1118			0.005%	
149	1121			0.022%	
150	1122			0.048%	
151	1120			0.008%	
152	1119			0.032%	
153	2224			0.050%	
154	1123			0.051%	
155	1124			0.031%	
156	1125			0.024%	
157	1126			0.186%	
158	1127			0.052%	
159	1128			0.191%	
160	2241			0.036%	
161	1129			0.278%	
162	1130			0.051%	
163	1131			0.119%	
164	1132			0.018%	

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
165	1133			0.014%	
166	1134			0.090%	
167	1135			0.243%	
168	1136			0.155%	
169	1137			0.024%	
170	1138			0.098%	
171	1139			0.033%	
172	1140			0.015%	
173	1141			0.163%	
174	1142			0.038%	
175	2253			0.001%	
176	1143			0.284%	
177	1144			0.178%	
178	1145			0.074%	
179	1146			0.163%	
180	1147			0.023%	
181	1148			0.157%	
182	3044			0.019%	
183	1150			0.094%	
184	1149			0.240%	
185	1151			0.117%	
186	2246			0.036%	
187	1154			0.100%	
188	1155			0.040%	
189	1152			0.170%	
190	2078			0.012%	
191	1153			0.139%	
192	1156			0.004%	
193	1157			0.045%	
194	1158			0.025%	
195	1159			0.029%	1
196	2178			0.042%	
197	1160			0.067%	
198	2038			0.053%	
199	1161			0.137%	
200	1162			0.212%	
201	1163			0.026%	
202	1164			0.013%	
203	1165			0.024%	
204	1166			0.002%	
205	1167			0.142%	

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
206	1168			0.204%	
207	2134			0.060%	
208	1171			0.106%	
209	1169			0.050%	
210	1170			0.066%	
211	1172			0.109%	
212	1173			0.127%	
213	3006			0.110%	
214	2015			0.049%	
215	2151			0.039%	
216	1174			0.108%	
217	1175			0.114%	
218	1176			0.185%	
219	1177			0.024%	
220	1178			0.071%	
221	1179			0.034%	
222	2103			0.047%	
223	1180			0.187%	
224	1181			0.047%	
225	1182			0.117%	
226	1183			0.081%	
227	2049			0.048%	
228	2039			0.007%	
229	1184			0.110%	
230	1185			0.101%	
231	1186			0.012%	
232	1187			0.392%	
233	3047			0.023%	
234	2157			0.046%	
235	1188			0.158%	
236	1189			0.079%	
237	1190			0.114%	
238	1191			0.062%	
239	1192			0.007%	
240	1193			0.011%	
241	1195			0.092%	
242	1194			0.080%	
243	2172			0.051%	
244	1196			0.024%	
245	1198			0.041%	
246	1197			0.089%	

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
247	1199			0.076%	
248	1200			0.117%	
249	1202			0.017%	
250	1201			0.035%	
251	1204			0.183%	
252	3001			0.249%	
253	1203			0.041%	
254	2127			0.071%	
255	1205			0.371%	
256	1206			0.019%	
257	2048			0.037%	
258	1209			0.053%	
259	1208			0.188%	
260	2022			0.046%	
261	1207			0.050%	
262	1211			0.114%	
263	1210			0.015%	
264	2183			0.025%	
265	1212			0.217%	
266	1213			0.119%	
267	2071			0.046%	
268	1214			0.009%	
269	1215			0.105%	
270	2101			0.048%	
271	2162			0.028%	
272	1216			0.046%	
273	2099			0.036%	
274	1217			0.049%	
275	1218			0.147%	
276	1220			0.044%	
277	1222			0.052%	
278	1224			0.160%	
279	1219			0.039%	
280	1221			0.004%	
281	1223			0.027%	
282	2201			0.051%	
283	1225			0.124%	
284	1226			0.018%	
285	1227			0.101%	
286	2086			0.057%	
287	1228			0.092%	

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
288	1229	[REDACTED]	[REDACTED]	0.084%	[REDACTED]
289	1230	[REDACTED]	[REDACTED]	0.113%	[REDACTED]
290	1231	[REDACTED]	[REDACTED]	0.226%	[REDACTED]
291	1233	[REDACTED]	[REDACTED]	0.110%	[REDACTED]
292	1232	[REDACTED]	[REDACTED]	0.366%	[REDACTED]
293	2055	[REDACTED]	[REDACTED]	0.052%	[REDACTED]
294	1234	[REDACTED]	[REDACTED]	0.038%	[REDACTED]
295	1235	[REDACTED]	[REDACTED]	0.101%	[REDACTED]
296	2118	[REDACTED]	[REDACTED]	0.042%	[REDACTED]
297	1238	[REDACTED]	[REDACTED]	0.105%	[REDACTED]
298	1236	[REDACTED]	[REDACTED]	0.112%	[REDACTED]
299	1237	[REDACTED]	[REDACTED]	0.190%	[REDACTED]
300	1239	[REDACTED]	[REDACTED]	0.044%	[REDACTED]
301	1240	[REDACTED]	[REDACTED]	0.101%	[REDACTED]
302	1241	[REDACTED]	[REDACTED]	0.043%	[REDACTED]
303	2002	[REDACTED]	[REDACTED]	0.046%	[REDACTED]
304	1242	[REDACTED]	[REDACTED]	0.008%	[REDACTED]
305	1243	[REDACTED]	[REDACTED]	0.087%	[REDACTED]
306	1244	[REDACTED]	[REDACTED]	0.242%	[REDACTED]
307	3003	[REDACTED]	[REDACTED]	0.165%	[REDACTED]
308	1249	[REDACTED]	[REDACTED]	0.183%	[REDACTED]
309	1246	[REDACTED]	[REDACTED]	0.039%	[REDACTED]
310	1245	[REDACTED]	[REDACTED]	0.063%	[REDACTED]
311	1247	[REDACTED]	[REDACTED]	0.047%	[REDACTED]
312	2150	[REDACTED]	[REDACTED]	0.039%	[REDACTED]
313	1248	[REDACTED]	[REDACTED]	0.104%	[REDACTED]
314	1250	[REDACTED]	[REDACTED]	0.115%	[REDACTED]
315	2230	[REDACTED]	[REDACTED]	0.051%	[REDACTED]
316	1251	[REDACTED]	[REDACTED]	0.166%	[REDACTED]
317	1252	[REDACTED]	[REDACTED]	0.193%	[REDACTED]
318	2251	[REDACTED]	[REDACTED]	0.016%	[REDACTED]
319	1253	[REDACTED]	[REDACTED]	0.217%	[REDACTED]
320	1254	[REDACTED]	[REDACTED]	0.008%	[REDACTED]
321	2199	[REDACTED]	[REDACTED]	0.070%	[REDACTED]
322	1933	[REDACTED]	[REDACTED]	0.074%	[REDACTED]
323	1257	[REDACTED]	[REDACTED]	0.103%	[REDACTED]
324	1255	[REDACTED]	[REDACTED]	0.106%	[REDACTED]
325	1258	[REDACTED]	[REDACTED]	0.105%	[REDACTED]
326	2235	[REDACTED]	[REDACTED]	0.044%	[REDACTED]
327	1259	[REDACTED]	[REDACTED]	0.008%	[REDACTED]
328	1260	[REDACTED]	[REDACTED]	0.105%	[REDACTED]

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
329	1261			0.059%	
330	1262			0.038%	
331	2248			0.047%	
332	1263			0.072%	
333	1264			0.042%	
334	3004			0.055%	
335	2014			0.070%	
336	1265			0.168%	
337	2053			0.014%	
338	1267			0.200%	
339	1266			0.045%	
340	3015			0.088%	
341	3014			0.076%	
342	1275			0.034%	
343	2008			0.050%	
344	1268			0.074%	
345	1269			0.190%	
346	1270			0.128%	
347	1273			0.200%	
348	1274			0.086%	
349	1272			0.035%	
350	1271			0.043%	
351	1276			0.069%	
352	1277			0.212%	
353	2243			0.038%	
354	2223			0.057%	
355	1278			0.205%	
356	1279			0.143%	
357	2225			0.042%	
358	1280			0.229%	
359	1281			0.032%	
360	1282			0.026%	
361	1283			0.024%	
362	1284			0.181%	
363	1287			0.129%	
364	1286			0.038%	
365	1285			0.086%	
366	1288			0.232%	
367	1289			0.074%	
368	1291			0.102%	
369	1290			0.012%	

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
370	2209			0.043%	
371	3049			0.007%	
372	1292			0.184%	
373	1293			0.071%	
374	1294			0.100%	
375	1295			0.048%	
376	1296			0.119%	
377	2033			0.054%	
378	1297			0.012%	
379	2170			0.049%	
380	1298			0.001%	
381	1300			0.105%	
382	1299			0.002%	
383	2142			0.046%	
384	1301			0.116%	
385	1302			0.137%	
386	1303			0.081%	
387	2090			0.046%	
388	2070			0.003%	
389	1304			0.017%	
390	1306			0.072%	
391	1305			0.083%	
392	2185			0.049%	
393	1307			0.076%	
394	1308			0.037%	
395	1309			0.167%	
396	1310			0.043%	
397	2121			0.064%	
398	1311			0.164%	
399	2141			0.022%	
400	1312			0.036%	
401	2043			0.019%	
402	1313			0.005%	
403	1314			0.076%	
404	1315			0.141%	
405	2040			0.075%	
406	1316			0.127%	
407	1317			0.116%	
408	2105			0.049%	
409	1318			0.219%	
410	1319			0.081%	

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
411	1320	[REDACTED]	[REDACTED]	0.054%	[REDACTED]
412	1321	[REDACTED]	[REDACTED]	0.101%	[REDACTED]
413	1322	[REDACTED]	[REDACTED]	0.048%	[REDACTED]
414	3038	[REDACTED]	[REDACTED]	0.025%	[REDACTED]
415	1325	[REDACTED]	[REDACTED]	0.085%	[REDACTED]
416	2139	[REDACTED]	[REDACTED]	0.059%	[REDACTED]
417	1324	[REDACTED]	[REDACTED]	0.018%	[REDACTED]
418	1323	[REDACTED]	[REDACTED]	0.046%	[REDACTED]
419	2027	[REDACTED]	[REDACTED]	0.063%	[REDACTED]
420	1326	[REDACTED]	[REDACTED]	0.055%	[REDACTED]
421	1327	[REDACTED]	[REDACTED]	0.048%	[REDACTED]
422	2152	[REDACTED]	[REDACTED]	0.054%	[REDACTED]
423	2115	[REDACTED]	[REDACTED]	0.043%	[REDACTED]
424	1328	[REDACTED]	[REDACTED]	0.060%	[REDACTED]
425	2075	[REDACTED]	[REDACTED]	0.058%	[REDACTED]
426	2128	[REDACTED]	[REDACTED]	0.062%	[REDACTED]
427	1329	[REDACTED]	[REDACTED]	0.027%	[REDACTED]
428	1330	[REDACTED]	[REDACTED]	0.093%	[REDACTED]
429	2234	[REDACTED]	[REDACTED]	0.029%	[REDACTED]
430	1331	[REDACTED]	[REDACTED]	0.110%	[REDACTED]
431	1332	[REDACTED]	[REDACTED]	0.105%	[REDACTED]
432	2089	[REDACTED]	[REDACTED]	0.055%	[REDACTED]
433	1333	[REDACTED]	[REDACTED]	0.015%	[REDACTED]
434	2044	[REDACTED]	[REDACTED]	0.057%	[REDACTED]
435	2017	[REDACTED]	[REDACTED]	0.054%	[REDACTED]
436	2216	[REDACTED]	[REDACTED]	0.059%	[REDACTED]
437	1334	[REDACTED]	[REDACTED]	0.092%	[REDACTED]
438	1335	[REDACTED]	[REDACTED]	0.127%	[REDACTED]
439	1336	[REDACTED]	[REDACTED]	0.077%	[REDACTED]
440	1338	[REDACTED]	[REDACTED]	0.080%	[REDACTED]
441	2192	[REDACTED]	[REDACTED]	0.060%	[REDACTED]
442	2240	[REDACTED]	[REDACTED]	0.049%	[REDACTED]
443	2077	[REDACTED]	[REDACTED]	0.041%	[REDACTED]
444	1337	[REDACTED]	[REDACTED]	0.042%	[REDACTED]
445	1339	[REDACTED]	[REDACTED]	0.161%	[REDACTED]
446	1340	[REDACTED]	[REDACTED]	0.186%	[REDACTED]
447	1341	[REDACTED]	[REDACTED]	0.047%	[REDACTED]
448	1343	[REDACTED]	[REDACTED]	0.054%	[REDACTED]
449	1342	[REDACTED]	[REDACTED]	0.235%	[REDACTED]
450	1344	[REDACTED]	[REDACTED]	0.217%	[REDACTED]
451	1345	[REDACTED]	[REDACTED]	0.103%	[REDACTED]

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
452	3028			0.051%	
453	1347			0.011%	
454	1346			0.032%	
455	1348			0.101%	
456	1349			0.047%	
457	3026			0.057%	
458	2237			0.048%	
459	1350			0.066%	
460	1351			0.176%	
461	1352			0.189%	
462	1353			0.303%	
463	1354			0.080%	
464	1355			0.007%	
465	1356			0.024%	
466	1357			0.218%	
467	1358			0.031%	
468	3011			0.012%	
469	2250			0.032%	
470	1359			0.045%	
471	2197			0.042%	
472	3009			0.086%	
473	2148			0.049%	
474	2132			0.012%	
475	1367			0.094%	
476	1361			0.007%	
477	2042			0.059%	
478	3037			0.034%	
479	1370			0.001%	
480	1364			0.126%	
481	1365			0.016%	
482	1368			0.016%	
483	1371			0.042%	
484	2203			0.050%	
485	1372			0.005%	
486	1362			0.036%	
487	1369			0.090%	
488	1360			0.093%	
489	3005			0.048%	
490	1373			0.077%	
491	1374			0.002%	
492	2156			0.048%	

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
493	2094			0.040%	
494	1366			0.021%	
495	2095			0.052%	
496	1363			0.044%	
497	1375			0.036%	
498	2030			0.042%	
499	1376			0.109%	
500	1377			0.030%	
501	1378			0.112%	
502	1379			0.055%	
503	1380			0.091%	
504	1390			0.064%	
505	1382			0.045%	
506	1385			0.217%	
507	1389			0.282%	
508	1386			0.132%	
509	1387			0.213%	
510	1388			0.108%	
511	1381			0.010%	
512	1392			0.003%	
513	2120			0.043%	
514	1383			0.092%	
515	2135			0.047%	
516	1391			0.047%	
517	1384			0.210%	
518	1393			0.054%	
519	2171			0.061%	
520	1394			0.058%	
521	1395			0.027%	
522	1396			0.077%	
523	1397			0.103%	
524	1398			0.196%	
525	1399			0.042%	
526	3033			0.038%	
527	1400			0.144%	
528	2168			0.059%	
529	1401			0.127%	
530	1403			0.053%	
531	1402			0.092%	
532	1404			0.117%	
533	1405			0.120%	

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
534	1406	[REDACTED]	[REDACTED]	0.021%	[REDACTED]
535	1408	[REDACTED]	[REDACTED]	0.045%	[REDACTED]
536	1407	[REDACTED]	[REDACTED]	0.048%	[REDACTED]
537	1409	[REDACTED]	[REDACTED]	0.165%	[REDACTED]
538	1410	[REDACTED]	[REDACTED]	0.137%	[REDACTED]
539	1411	[REDACTED]	[REDACTED]	0.100%	[REDACTED]
540	1412	[REDACTED]	[REDACTED]	0.118%	[REDACTED]
541	1413	[REDACTED]	[REDACTED]	0.163%	[REDACTED]
542	2010	[REDACTED]	[REDACTED]	0.049%	[REDACTED]
543	1414	[REDACTED]	[REDACTED]	0.139%	[REDACTED]
544	1415	[REDACTED]	[REDACTED]	0.190%	[REDACTED]
545	1416	[REDACTED]	[REDACTED]	0.031%	[REDACTED]
546	1417	[REDACTED]	[REDACTED]	0.040%	[REDACTED]
547	1418	[REDACTED]	[REDACTED]	0.102%	[REDACTED]
548	1419	[REDACTED]	[REDACTED]	0.048%	[REDACTED]
549	1420	[REDACTED]	[REDACTED]	0.159%	[REDACTED]
550	1421	[REDACTED]	[REDACTED]	0.070%	[REDACTED]
551	1422	[REDACTED]	[REDACTED]	0.180%	[REDACTED]
552	3039	[REDACTED]	[REDACTED]	0.027%	[REDACTED]
553	2214	[REDACTED]	[REDACTED]	0.052%	[REDACTED]
554	1423	[REDACTED]	[REDACTED]	0.180%	[REDACTED]
555	2231	[REDACTED]	[REDACTED]	0.050%	[REDACTED]
556	2056	[REDACTED]	[REDACTED]	0.063%	[REDACTED]
557	1424	[REDACTED]	[REDACTED]	0.100%	[REDACTED]
558	1428	[REDACTED]	[REDACTED]	0.100%	[REDACTED]
559	1426	[REDACTED]	[REDACTED]	0.103%	[REDACTED]
560	1429	[REDACTED]	[REDACTED]	0.011%	[REDACTED]
561	1427	[REDACTED]	[REDACTED]	0.002%	[REDACTED]
562	1425	[REDACTED]	[REDACTED]	0.050%	[REDACTED]
563	2046	[REDACTED]	[REDACTED]	0.031%	[REDACTED]
564	1430	[REDACTED]	[REDACTED]	0.023%	[REDACTED]
565	1431	[REDACTED]	[REDACTED]	0.106%	[REDACTED]
566	2176	[REDACTED]	[REDACTED]	0.049%	[REDACTED]
567	1432	[REDACTED]	[REDACTED]	0.102%	[REDACTED]
568	1433	[REDACTED]	[REDACTED]	0.017%	[REDACTED]
569	1434	[REDACTED]	[REDACTED]	0.179%	[REDACTED]
570	1435	[REDACTED]	[REDACTED]	0.121%	[REDACTED]
571	1436	[REDACTED]	[REDACTED]	0.120%	[REDACTED]
572	1437	[REDACTED]	[REDACTED]	0.144%	[REDACTED]
573	2041	[REDACTED]	[REDACTED]	0.050%	[REDACTED]
574	2080	[REDACTED]	[REDACTED]	0.053%	[REDACTED]

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
575	1438			0.008%	
576	2204			0.073%	
577	2244			0.053%	
578	1439			0.013%	
579	1440			0.096%	
580	2247			0.025%	
581	2221			0.050%	
582	1441			0.069%	
583	1442			0.004%	
584	1443			0.057%	
585	2074			0.047%	
586	1444			0.064%	
587	1445			0.060%	
588	2191			0.048%	
589	1446			0.012%	
590	1448			0.092%	
591	2079			0.005%	
592	2167			0.028%	
593	1447			0.044%	
594	1449			0.005%	
595	3027			0.065%	
596	1450			0.033%	
597	1454			0.007%	
598	1452			0.011%	
599	2012			0.055%	
600	1453			0.059%	
601	2000			0.059%	
602	2175			0.044%	
603	1451			0.059%	
604	1455			0.250%	
605	1456			0.203%	
606	1461			0.074%	
607	1457			0.060%	
608	1458			0.007%	
609	1460			0.050%	
610	1459			0.441%	
611	1462			0.022%	
612	1463			0.053%	
613	1464			0.101%	
614	1465			0.021%	
615	1466			0.103%	

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
616	1467			0.039%	
617	1468			0.258%	
618	1469			0.003%	
619	1470			0.166%	
620	1471			0.155%	
621	1472			0.130%	
622	1473			0.101%	
623	1474			0.131%	
624	3042			0.020%	
625	1475			0.199%	
626	1482			0.012%	
627	1480			0.400%	
628	1479			0.049%	
629	2114			0.043%	
630	1481			0.045%	
631	2058			0.038%	
632	1478			0.094%	
633	1477			0.094%	
634	1476			0.040%	
635	1483			0.038%	
636	1484			0.060%	
637	1485			0.036%	
638	1486			0.086%	
639	1487			0.092%	
640	2119			0.039%	
641	1488			0.109%	
642	1489			0.396%	
643	1490			0.065%	
644	1491			0.056%	
645	1492			0.053%	
646	2181			0.010%	
647	1493			0.010%	
648	1496			0.031%	
649	1498			0.047%	
650	1497			0.126%	
651	1499			0.048%	
652	1494			0.095%	
653	1495			0.013%	
654	1500			0.038%	
655	2187			0.041%	
656	1501			0.114%	

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
657	2136	[REDACTED]	[REDACTED]	0.051%	[REDACTED]
658	1502	[REDACTED]	[REDACTED]	0.018%	[REDACTED]
659	1503	[REDACTED]	[REDACTED]	0.061%	[REDACTED]
660	1504	[REDACTED]	[REDACTED]	0.249%	[REDACTED]
661	1505	[REDACTED]	[REDACTED]	0.022%	[REDACTED]
662	2174	[REDACTED]	[REDACTED]	0.045%	[REDACTED]
663	1506	[REDACTED]	[REDACTED]	0.103%	[REDACTED]
664	2165	[REDACTED]	[REDACTED]	0.061%	[REDACTED]
665	1508	[REDACTED]	[REDACTED]	0.094%	[REDACTED]
666	1509	[REDACTED]	[REDACTED]	0.199%	[REDACTED]
667	1507	[REDACTED]	[REDACTED]	0.066%	[REDACTED]
668	2082	[REDACTED]	[REDACTED]	0.045%	[REDACTED]
669	1510	[REDACTED]	[REDACTED]	0.076%	[REDACTED]
670	1511	[REDACTED]	[REDACTED]	0.052%	[REDACTED]
671	2104	[REDACTED]	[REDACTED]	0.035%	[REDACTED]
672	2233	[REDACTED]	[REDACTED]	0.053%	[REDACTED]
673	2066	[REDACTED]	[REDACTED]	0.037%	[REDACTED]
674	1512	[REDACTED]	[REDACTED]	0.075%	[REDACTED]
675	1930	[REDACTED]	[REDACTED]	0.096%	[REDACTED]
676	1513	[REDACTED]	[REDACTED]	0.134%	[REDACTED]
677	1514	[REDACTED]	[REDACTED]	0.034%	[REDACTED]
678	1515	[REDACTED]	[REDACTED]	0.090%	[REDACTED]
679	1516	[REDACTED]	[REDACTED]	0.102%	[REDACTED]
680	1517	[REDACTED]	[REDACTED]	0.206%	[REDACTED]
681	1518	[REDACTED]	[REDACTED]	0.262%	[REDACTED]
682	1519	[REDACTED]	[REDACTED]	0.217%	[REDACTED]
683	1520	[REDACTED]	[REDACTED]	0.014%	[REDACTED]
684	1521	[REDACTED]	[REDACTED]	0.012%	[REDACTED]
685	2034	[REDACTED]	[REDACTED]	0.051%	[REDACTED]
686	2065	[REDACTED]	[REDACTED]	0.045%	[REDACTED]
687	1522	[REDACTED]	[REDACTED]	0.098%	[REDACTED]
688	2098	[REDACTED]	[REDACTED]	0.023%	[REDACTED]
689	1523	[REDACTED]	[REDACTED]	0.069%	[REDACTED]
690	1524	[REDACTED]	[REDACTED]	0.104%	[REDACTED]
691	1529	[REDACTED]	[REDACTED]	0.049%	[REDACTED]
692	1528	[REDACTED]	[REDACTED]	0.044%	[REDACTED]
693	1527	[REDACTED]	[REDACTED]	0.085%	[REDACTED]
694	1526	[REDACTED]	[REDACTED]	0.120%	[REDACTED]
695	1530	[REDACTED]	[REDACTED]	0.360%	[REDACTED]
696	2188	[REDACTED]	[REDACTED]	0.045%	[REDACTED]
697	1525	[REDACTED]	[REDACTED]	0.088%	[REDACTED]

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
698	2211			0.068%	
699	1531			0.170%	
700	1532			0.171%	
701	1533			0.004%	
702	1534			0.074%	
703	2083			0.047%	
704	1535			0.095%	
705	1536			0.026%	
706	2189			0.022%	
707	1537			0.090%	
708	1538			0.054%	
709	2208			0.025%	
710	1539			0.119%	
711	1540			0.146%	
712	1541			0.166%	
713	1542			0.104%	
714	2194			0.053%	
715	1543			0.185%	
716	2140			0.022%	
717	2005			0.039%	
718	1544			0.103%	
719	1545			0.028%	
720	1546			0.124%	
721	1548			0.058%	
722	1547			0.017%	
723	1549			0.043%	
724	1551			0.044%	
725	1552			0.007%	
726	1550			0.102%	
727	2147			0.028%	
728	1560			0.057%	
729	1556			0.037%	
730	1557			0.061%	
731	1554			0.004%	
732	1558			0.156%	
733	1559			0.005%	
734	1553			0.100%	
735	1555			0.184%	
736	3013			0.088%	
737	2173			0.049%	
738	1561			0.107%	

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
739	1562	[REDACTED]	[REDACTED]	0.036%	[REDACTED]
740	1565	[REDACTED]	[REDACTED]	0.015%	[REDACTED]
741	1564	[REDACTED]	[REDACTED]	0.238%	[REDACTED]
742	1566	[REDACTED]	[REDACTED]	0.254%	[REDACTED]
743	1563	[REDACTED]	[REDACTED]	0.174%	[REDACTED]
744	1567	[REDACTED]	[REDACTED]	0.069%	[REDACTED]
745	1568	[REDACTED]	[REDACTED]	0.040%	[REDACTED]
746	2001	[REDACTED]	[REDACTED]	0.043%	[REDACTED]
747	1569	[REDACTED]	[REDACTED]	0.200%	[REDACTED]
748	1570	[REDACTED]	[REDACTED]	0.049%	[REDACTED]
749	1571	[REDACTED]	[REDACTED]	0.406%	[REDACTED]
750	2117	[REDACTED]	[REDACTED]	0.026%	[REDACTED]
751	2003	[REDACTED]	[REDACTED]	0.053%	[REDACTED]
752	1572	[REDACTED]	[REDACTED]	0.202%	[REDACTED]
753	2155	[REDACTED]	[REDACTED]	0.051%	[REDACTED]
754	1573	[REDACTED]	[REDACTED]	0.070%	[REDACTED]
755	1574	[REDACTED]	[REDACTED]	0.121%	[REDACTED]
756	1575	[REDACTED]	[REDACTED]	0.055%	[REDACTED]
757	1576	[REDACTED]	[REDACTED]	0.077%	[REDACTED]
758	1577	[REDACTED]	[REDACTED]	0.207%	[REDACTED]
759	1578	[REDACTED]	[REDACTED]	0.011%	[REDACTED]
760	1579	[REDACTED]	[REDACTED]	0.014%	[REDACTED]
761	1580	[REDACTED]	[REDACTED]	0.106%	[REDACTED]
762	1581	[REDACTED]	[REDACTED]	0.115%	[REDACTED]
763	1582	[REDACTED]	[REDACTED]	0.058%	[REDACTED]
764	2100	[REDACTED]	[REDACTED]	0.045%	[REDACTED]
765	2116	[REDACTED]	[REDACTED]	0.024%	[REDACTED]
766	1583	[REDACTED]	[REDACTED]	0.081%	[REDACTED]
767	1585	[REDACTED]	[REDACTED]	0.121%	[REDACTED]
768	1588	[REDACTED]	[REDACTED]	0.071%	[REDACTED]
769	1589	[REDACTED]	[REDACTED]	0.020%	[REDACTED]
770	1584	[REDACTED]	[REDACTED]	0.050%	[REDACTED]
771	1586	[REDACTED]	[REDACTED]	0.048%	[REDACTED]
772	2217	[REDACTED]	[REDACTED]	0.018%	[REDACTED]
773	1587	[REDACTED]	[REDACTED]	0.107%	[REDACTED]
774	1590	[REDACTED]	[REDACTED]	0.136%	[REDACTED]
775	1591	[REDACTED]	[REDACTED]	0.002%	[REDACTED]
776	1932	[REDACTED]	[REDACTED]	0.272%	[REDACTED]
777	1593	[REDACTED]	[REDACTED]	0.235%	[REDACTED]
778	1592	[REDACTED]	[REDACTED]	0.082%	[REDACTED]
779	1594	[REDACTED]	[REDACTED]	0.023%	[REDACTED]

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Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
780	1595			0.155%	
781	1596			0.131%	
782	1597			0.088%	
783	1598			0.088%	
784	1934			0.080%	
785	1601			0.015%	
786	1600			0.034%	
787	1599			0.410%	
788	2236			0.048%	
789	2133			0.043%	
790	1602			0.228%	
791	1603			0.107%	
792	1605			0.081%	
793	1604			0.282%	
794	1606			0.040%	
795	1607			0.123%	
796	1608			0.007%	
797	1609			0.047%	
798	2088			0.055%	
799	1610			0.087%	
800	1611			0.109%	
801	3016			0.070%	
802	1612			0.141%	
803	1613			0.045%	
804	1614			0.112%	
805	1615			0.124%	
806	1616			0.166%	
807	1617			0.069%	
808	1618			0.026%	
809	1621			0.263%	
810	1620			0.007%	
811	1619			0.085%	
812	1622			0.038%	
813	2064			0.042%	
814	2097			0.050%	
815	1623			0.037%	
816	3022			0.067%	
817	2196			0.052%	
818	1629			0.053%	
819	1624			0.017%	
820	2025			0.057%	

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
821	1626			0.007%	
822	1627			0.163%	
823	1625			0.052%	
824	1628			0.047%	
825	3043			0.026%	
826	1630			0.029%	
827	1631			0.050%	
828	1642			0.069%	
829	1640			0.007%	
830	1639			0.034%	
831	1633			0.035%	
832	1634			0.042%	
833	1632			0.064%	
834	1636			0.062%	
835	1637			0.164%	
836	1641			0.139%	
837	1635			0.097%	
838	1643			0.077%	
839	1638			0.176%	
840	1644			0.106%	
841	1645			0.065%	
842	2215			0.042%	
843	2007			0.043%	
844	2169			0.047%	
845	1646			0.021%	
846	3008			0.049%	
847	2050			0.025%	
848	1647			0.080%	
849	2164			0.038%	
850	1648			0.290%	
851	1649			0.056%	
852	1650			0.027%	
853	1651			0.026%	
854	1652			0.055%	
855	1653			0.115%	
856	1654			0.166%	
857	1655			0.041%	
858	1656			0.027%	
859	1657			0.138%	
860	1658			0.023%	
861	1659			0.139%	

Del Toro v. Centene Management Company LLC

Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
862	1660			0.201%	
863	1661			0.105%	
864	2207			0.036%	
865	1663			0.027%	
866	1662			0.162%	
867	2107			0.019%	
868	1664			0.052%	
869	2232			0.030%	
870	1665			0.055%	
871	1666			0.099%	
872	1667			0.030%	
873	2163			0.041%	
874	1668			0.099%	
875	1669			0.146%	
876	1670			0.243%	
877	1671			0.142%	
878	2076			0.048%	
879	1676			0.073%	
880	1678			0.169%	
881	1675			0.025%	
882	1672			0.010%	
883	3017			0.069%	
884	1677			0.031%	
885	1674			0.148%	
886	3045			0.026%	
887	3007			0.077%	
888	1679			0.036%	
889	1673			0.182%	
890	2087			0.072%	
891	1680			0.004%	
892	1681			0.035%	
893	2158			0.063%	
894	1682			0.006%	
895	1683			0.019%	
896	2195			0.048%	
897	1684			0.103%	
898	2110			0.047%	
899	1685			0.108%	
900	1686			0.104%	
901	1687			0.053%	
902	1688			0.043%	

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
903	2020			0.054%	
904	2085			0.057%	
905	2067			0.058%	
906	1689			0.046%	
907	2021			0.062%	
908	2111			0.046%	
909	1690			0.146%	
910	1691			0.104%	
911	1692			0.051%	
912	1693			0.186%	
913	3029			0.012%	
914	1695			0.086%	
915	1694			0.015%	
916	1696			0.106%	
917	1697			0.086%	
918	1698			0.140%	
919	2130			0.033%	
920	1699			0.229%	
921	2081			0.010%	
922	2045			0.028%	
923	2031			0.071%	
924	1700			0.191%	
925	1701			0.025%	
926	1702			0.112%	
927	2108			0.052%	
928	3010			0.102%	
929	2124			0.058%	
930	1703			0.117%	
931	1704			0.105%	
932	1705			0.106%	
933	1706			0.012%	
934	1707			0.080%	
935	1708			0.124%	
936	1711			0.102%	
937	1710			0.016%	
938	1712			0.155%	
939	3048			0.016%	
940	1709			0.002%	
941	2057			0.048%	
942	1713			0.156%	
943	1714			0.029%	

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
944	1715			0.107%	
945	2149			0.013%	
946	1716			0.183%	
947	1717			0.153%	
948	1718			0.140%	
949	1719			0.024%	
950	1720			0.007%	
951	3018			0.062%	
952	1722			0.184%	
953	1723			0.104%	
954	2226			0.039%	
955	1725			0.111%	
956	1724			0.064%	
957	1721			0.044%	
958	1726			0.053%	
959	2249			0.029%	
960	1727			0.011%	
961	1728			0.052%	
962	1729			0.088%	
963	1730			0.043%	
964	1731			0.061%	
965	2200			0.052%	
966	1732			0.021%	
967	1733			0.068%	
968	1734			0.005%	
969	1735			0.043%	
970	1736			0.001%	
971	3021			0.078%	
972	3032			0.045%	
973	1737			0.112%	
974	2035			0.057%	
975	1738			0.112%	
976	1739			0.023%	
977	1740			0.032%	
978	1741			0.032%	
979	1742			0.090%	
980	1743			0.085%	
981	1744			0.144%	
982	1745			0.089%	
983	1746			0.101%	
984	1747			0.165%	

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
985	1748	[REDACTED]	[REDACTED]	0.056%	[REDACTED]
986	1749	[REDACTED]	[REDACTED]	0.204%	[REDACTED]
987	1750	[REDACTED]	[REDACTED]	0.100%	[REDACTED]
988	1752	[REDACTED]	[REDACTED]	0.108%	[REDACTED]
989	1751	[REDACTED]	[REDACTED]	0.063%	[REDACTED]
990	1753	[REDACTED]	[REDACTED]	0.109%	[REDACTED]
991	1754	[REDACTED]	[REDACTED]	0.004%	[REDACTED]
992	1756	[REDACTED]	[REDACTED]	0.071%	[REDACTED]
993	1755	[REDACTED]	[REDACTED]	0.005%	[REDACTED]
994	1757	[REDACTED]	[REDACTED]	0.030%	[REDACTED]
995	1758	[REDACTED]	[REDACTED]	0.111%	[REDACTED]
996	2004	[REDACTED]	[REDACTED]	0.050%	[REDACTED]
997	3000	[REDACTED]	[REDACTED]	0.026%	[REDACTED]
998	1760	[REDACTED]	[REDACTED]	0.095%	[REDACTED]
999	1759	[REDACTED]	[REDACTED]	0.282%	[REDACTED]
1000	2160	[REDACTED]	[REDACTED]	0.058%	[REDACTED]
1001	2220	[REDACTED]	[REDACTED]	0.041%	[REDACTED]
1002	2227	[REDACTED]	[REDACTED]	0.049%	[REDACTED]
1003	1761	[REDACTED]	[REDACTED]	0.018%	[REDACTED]
1004	1762	[REDACTED]	[REDACTED]	0.115%	[REDACTED]
1005	2060	[REDACTED]	[REDACTED]	0.002%	[REDACTED]
1006	2229	[REDACTED]	[REDACTED]	0.042%	[REDACTED]
1007	1763	[REDACTED]	[REDACTED]	0.134%	[REDACTED]
1008	1770	[REDACTED]	[REDACTED]	0.175%	[REDACTED]
1009	1767	[REDACTED]	[REDACTED]	0.045%	[REDACTED]
1010	2129	[REDACTED]	[REDACTED]	0.021%	[REDACTED]
1011	1773	[REDACTED]	[REDACTED]	0.064%	[REDACTED]
1012	1766	[REDACTED]	[REDACTED]	0.100%	[REDACTED]
1013	1768	[REDACTED]	[REDACTED]	0.005%	[REDACTED]
1014	1769	[REDACTED]	[REDACTED]	0.176%	[REDACTED]
1015	1765	[REDACTED]	[REDACTED]	0.098%	[REDACTED]
1016	1771	[REDACTED]	[REDACTED]	0.192%	[REDACTED]
1017	1764	[REDACTED]	[REDACTED]	0.097%	[REDACTED]
1018	1772	[REDACTED]	[REDACTED]	0.134%	[REDACTED]
1019	1774	[REDACTED]	[REDACTED]	0.088%	[REDACTED]
1020	2112	[REDACTED]	[REDACTED]	0.016%	[REDACTED]
1021	1775	[REDACTED]	[REDACTED]	0.107%	[REDACTED]
1022	1777	[REDACTED]	[REDACTED]	0.318%	[REDACTED]
1023	1776	[REDACTED]	[REDACTED]	0.207%	[REDACTED]
1024	1778	[REDACTED]	[REDACTED]	0.053%	[REDACTED]
1025	2054	[REDACTED]	[REDACTED]	0.039%	[REDACTED]

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
1026	1779	[REDACTED]	[REDACTED]	0.024%	[REDACTED]
1027	1780	[REDACTED]	[REDACTED]	0.071%	[REDACTED]
1028	2219	[REDACTED]	[REDACTED]	0.040%	[REDACTED]
1029	1784	[REDACTED]	[REDACTED]	0.008%	[REDACTED]
1030	1782	[REDACTED]	[REDACTED]	0.072%	[REDACTED]
1031	2084	[REDACTED]	[REDACTED]	0.044%	[REDACTED]
1032	1783	[REDACTED]	[REDACTED]	0.131%	[REDACTED]
1033	1781	[REDACTED]	[REDACTED]	0.013%	[REDACTED]
1034	1785	[REDACTED]	[REDACTED]	0.006%	[REDACTED]
1035	1786	[REDACTED]	[REDACTED]	0.040%	[REDACTED]
1036	1787	[REDACTED]	[REDACTED]	0.087%	[REDACTED]
1037	1788	[REDACTED]	[REDACTED]	0.044%	[REDACTED]
1038	2218	[REDACTED]	[REDACTED]	0.057%	[REDACTED]
1039	1789	[REDACTED]	[REDACTED]	0.031%	[REDACTED]
1040	1790	[REDACTED]	[REDACTED]	0.010%	[REDACTED]
1041	1791	[REDACTED]	[REDACTED]	0.170%	[REDACTED]
1042	2093	[REDACTED]	[REDACTED]	0.051%	[REDACTED]
1043	1792	[REDACTED]	[REDACTED]	0.005%	[REDACTED]
1044	2037	[REDACTED]	[REDACTED]	0.034%	[REDACTED]
1045	1793	[REDACTED]	[REDACTED]	0.057%	[REDACTED]
1046	1795	[REDACTED]	[REDACTED]	0.269%	[REDACTED]
1047	2126	[REDACTED]	[REDACTED]	0.063%	[REDACTED]
1048	1796	[REDACTED]	[REDACTED]	0.091%	[REDACTED]
1049	2146	[REDACTED]	[REDACTED]	0.049%	[REDACTED]
1050	1797	[REDACTED]	[REDACTED]	0.020%	[REDACTED]
1051	1798	[REDACTED]	[REDACTED]	0.159%	[REDACTED]
1052	1799	[REDACTED]	[REDACTED]	0.112%	[REDACTED]
1053	1800	[REDACTED]	[REDACTED]	0.097%	[REDACTED]
1054	1801	[REDACTED]	[REDACTED]	0.079%	[REDACTED]
1055	1802	[REDACTED]	[REDACTED]	0.098%	[REDACTED]
1056	1803	[REDACTED]	[REDACTED]	0.089%	[REDACTED]
1057	2182	[REDACTED]	[REDACTED]	0.049%	[REDACTED]
1058	2143	[REDACTED]	[REDACTED]	0.051%	[REDACTED]
1059	2137	[REDACTED]	[REDACTED]	0.051%	[REDACTED]
1060	1804	[REDACTED]	[REDACTED]	0.121%	[REDACTED]
1061	1806	[REDACTED]	[REDACTED]	0.049%	[REDACTED]
1062	1805	[REDACTED]	[REDACTED]	0.011%	[REDACTED]
1063	1807	[REDACTED]	[REDACTED]	0.134%	[REDACTED]
1064	1808	[REDACTED]	[REDACTED]	0.057%	[REDACTED]
1065	1809	[REDACTED]	[REDACTED]	0.149%	[REDACTED]
1066	2252	[REDACTED]	[REDACTED]	0.022%	[REDACTED]

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
1067	1810	[REDACTED]	[REDACTED]	0.022%	[REDACTED]
1068	1811	[REDACTED]	[REDACTED]	0.044%	[REDACTED]
1069	1813	[REDACTED]	[REDACTED]	0.017%	[REDACTED]
1070	1818	[REDACTED]	[REDACTED]	0.062%	[REDACTED]
1071	1814	[REDACTED]	[REDACTED]	0.096%	[REDACTED]
1072	2180	[REDACTED]	[REDACTED]	0.031%	[REDACTED]
1073	3030	[REDACTED]	[REDACTED]	0.049%	[REDACTED]
1074	1815	[REDACTED]	[REDACTED]	0.072%	[REDACTED]
1075	1816	[REDACTED]	[REDACTED]	0.200%	[REDACTED]
1076	1817	[REDACTED]	[REDACTED]	0.100%	[REDACTED]
1077	1812	[REDACTED] mmo	[REDACTED]	0.035%	[REDACTED]
1078	3002	[REDACTED]	[REDACTED]	0.037%	[REDACTED]
1079	1819	[REDACTED]	[REDACTED]	0.106%	[REDACTED]
1080	1820	[REDACTED]	[REDACTED]	0.109%	[REDACTED]
1081	1821	[REDACTED]	[REDACTED]	0.207%	[REDACTED]
1082	2102	[REDACTED]	[REDACTED]	0.040%	[REDACTED]
1083	2238	[REDACTED]	[REDACTED]	0.051%	[REDACTED]
1084	1822	[REDACTED]	[REDACTED]	0.041%	[REDACTED]
1085	1823	[REDACTED]	[REDACTED]	0.201%	[REDACTED]
1086	1824	[REDACTED]	[REDACTED]	0.023%	[REDACTED]
1087	1826	[REDACTED]	[REDACTED]	0.088%	[REDACTED]
1088	1825	[REDACTED]	[REDACTED]	0.171%	[REDACTED]
1089	1827	[REDACTED]	[REDACTED]	0.065%	[REDACTED]
1090	1828	[REDACTED]	[REDACTED]	0.034%	[REDACTED]
1091	1829	[REDACTED]	[REDACTED]	0.088%	[REDACTED]
1092	1830	[REDACTED]	[REDACTED]	0.128%	[REDACTED]
1093	1831	[REDACTED]	[REDACTED]	0.184%	[REDACTED]
1094	1832	[REDACTED]	[REDACTED]	0.062%	[REDACTED]
1095	1833	[REDACTED]	[REDACTED]	0.022%	[REDACTED]
1096	1834	[REDACTED]	[REDACTED]	0.002%	[REDACTED]
1097	1835	[REDACTED]	[REDACTED]	0.006%	[REDACTED]
1098	1836	[REDACTED]	[REDACTED]	0.012%	[REDACTED]
1099	1837	[REDACTED]	[REDACTED]	0.059%	[REDACTED]
1100	1838	[REDACTED]	[REDACTED]	0.111%	[REDACTED]
1101	1839	[REDACTED]	[REDACTED]	0.030%	[REDACTED]
1102	2061	[REDACTED]	[REDACTED]	0.052%	[REDACTED]
1103	1841	[REDACTED]	[REDACTED]	0.198%	[REDACTED]
1104	1840	[REDACTED]	[REDACTED]	0.188%	[REDACTED]
1105	1842	[REDACTED]	[REDACTED]	0.092%	[REDACTED]
1106	1843	[REDACTED]	[REDACTED]	0.043%	[REDACTED]
1107	1844	[REDACTED]	[REDACTED]	0.115%	[REDACTED]

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
1108	1845			0.029%	
1109	1846			0.055%	
1110	1847			0.101%	
1111	1848			0.167%	
1112	2161			0.042%	
1113	1849			0.052%	
1114	1851			0.067%	
1115	1850			0.078%	
1116	2051			0.045%	
1117	2096			0.009%	
1118	1852			0.007%	
1119	1853			0.011%	
1120	1854			0.063%	
1121	1855			0.200%	
1122	3012			0.070%	
1123	1856			0.013%	
1124	2245			0.046%	
1125	2023			0.054%	
1126	1857			0.162%	
1127	1859			0.058%	
1128	1858			0.258%	
1129	1860			0.112%	
1130	1861			0.193%	
1131	2013			0.047%	
1132	1862			0.149%	
1133	1863			0.115%	
1134	2212			0.035%	
1135	1865			0.085%	
1136	1864			0.127%	
1137	1867			0.181%	
1138	2113			0.062%	
1139	1866			0.032%	
1140	1868			0.007%	
1141	1869			0.179%	
1142	1870			0.113%	
1143	1871			0.050%	
1144	1872			0.076%	
1145	1873			0.005%	
1146	3041			0.030%	
1147	2177			0.034%	
1148	1875			0.096%	

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
1149	1876			0.101%	
1150	1874			0.047%	
1151	1877			0.128%	
1152	1879			0.073%	
1153	2242			0.055%	
1154	1878			0.138%	
1155	1882			0.034%	
1156	1881			0.076%	
1157	2190			0.042%	
1158	1880			0.117%	
1159	1883			0.081%	
1160	2202			0.059%	
1161	1884			0.029%	
1162	2154			0.035%	
1163	1885			0.173%	
1164	1886			0.050%	
1165	2159			0.057%	
1166	1888			0.058%	
1167	1887			0.035%	
1168	1889			0.006%	
1169	1890			0.063%	
1170	1891			0.090%	
1171	2091			0.048%	
1172	1892			0.078%	
1173	1893			0.021%	
1174	1894			0.019%	
1175	2109			0.030%	
1176	1895			0.049%	
1177	1896			0.097%	
1178	2213			0.053%	
1179	1897			0.067%	
1180	3036			0.036%	
1181	2184			0.045%	
1182	1898			0.117%	
1183	3024			0.069%	
1184	1899			0.079%	
1185	1900			0.101%	
1186	1902			0.015%	
1187	1903			0.057%	
1188	1901			0.055%	
1189	1904			0.068%	

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Exhibit D

Settlement Class Members

	Unique ID	Settlement Class Member	State	Pro Rata Share	Estimated Settlement Payment
1190	1906			0.141%	
1191	2019			0.049%	
1192	1905			0.018%	
1193	1908			0.020%	
1194	1907			0.049%	
1195	1909			0.074%	
1196	1910			0.022%	
1197	3051			0.016%	
1198	1931			0.075%	
1199	1911			0.066%	
1200	2123			0.055%	
1201	3035			0.030%	
1202	1912			0.103%	
1203	1913			0.157%	
1204	1914			0.145%	
1205	1915			0.122%	
1206	1916			0.218%	
1207	1917			0.007%	
1208	1918			0.023%	
1209	2006			0.054%	
1210	2059			0.046%	
1211	1920			0.007%	
1212	1919			0.288%	
1213	1921			0.049%	
1214	2166			0.054%	
1215	1922			0.066%	
1216	1923			0.051%	
1217	2032			0.054%	
1218	2016			0.062%	
1219	1924			0.034%	
1220	1925			0.056%	
1221	1926			0.234%	
1222	1927			0.192%	
1223	2072			0.068%	
1224	1928			0.006%	
1225	2024			0.038%	
1226	2018			0.028%	
1227	2198			0.056%	
1228	1929			0.039%	